

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

SELENE MATEOS and
NOE MONTEMAYOR, On Behalf of
Themselves and All Others Similarly Situated,

Plaintiffs,

V.

SELECT ENERGY SERVICES, LLC,

Defendant.]

CAUSE NO. _____

JURY TRIAL DEMANDED

COLLECTIVE ACTION

ORIGINAL COMPLAINT

SUMMARY

1. Select Energy Services, LLC (Select Energy) does not pay its safety coordinators overtime wages as required by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the FLSA). Rather, Select Energy pays its safety coordinators a set weekly amount and nothing more regardless of the number of hours they work in a workweek. Selene Mateos (Mateos) and Noe Montemayor (Montemayor)(collectively Plaintiffs), both former safety coordinators for Select Energy, bring this collective action seeking to recover the unpaid and/or underpaid overtime wages and other damages owed to themselves and Select Energy's other similarly-situated safety coordinators.

JURISDICTION AND VENUE

2. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question arising under the FLSA.

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this judicial district and division.

THE PARTIES

4. Mateos is a former employee of Select Energy. Her consent to participate in this collective action is attached hereto as Exhibit 1.

5. Montemayor is a former employee of Select Energy. His consent to participate in this collective action is attached hereto as Exhibit 2.

6. Select Energy is a Delaware limited liability company with its principal place of business in Gainesville, Cooke County, Texas. Select Energy may be served with process by serving its registered agent, Capitol Corporate Services, Inc., at 800 Brazos, Suite 400, Austin, Texas 78701.

THE FACTS

7. Select Energy provides water sourcing, transfer, reuse and disposal services to oilfield operators throughout the United States and Canada.

8. In each of the past three (3) years, Select Energy's gross annual revenues have well exceeded \$500,000.00.

9. Select Energy employed Plaintiffs as safety coordinators out of Select Energy's Dimmit County, Texas facility.

10. Plaintiffs typically spent their workweek conducting site observations, observing crews to ensure they were following proper safety guidelines and investigating accidents.

11. In performing their duties as safety coordinators, Plaintiffs were employees engaged in commerce and/or in the production of goods for commerce and/or who handled goods or materials that have been moved in or produced for commerce within the meaning of the FLSA.

12. Plaintiffs routinely worked in excess of forty (40) hours in a workweek for Select Energy.

13. Select Energy was well aware of the fact that Plaintiffs routinely worked in excess of forty (40) hours in a workweek.

14. Select Energy paid Plaintiffs a set amount per week regardless of the number of hours they worked.

15. Select Energy did not pay Plaintiffs at one-and-one-half times their regular rates for hours worked in excess of forty (40) in a workweek.

COLLECTIVE ACTION ALLEGATIONS

16. Plaintiffs re-allege paragraphs 1-15 as if set out here in their entirety.

17. In addition to Plaintiffs, Select Energy has employed many other safety coordinators over the last three (3) years.

18. These safety coordinators performed the same or similar job duties for Select Energy as Plaintiffs performed.

19. Like Plaintiffs, in performing their duties as safety coordinators these other individuals were employees engaged in commerce and/or in the production of goods for commerce and/or who handled goods or materials that have been moved in or produced for commerce within the meaning of the FLSA.

20. Select Energy paid these other safety coordinators in the same manner for the hours they worked including paying them a set weekly amount and failing and refusing to pay these other

safety coordinators at one-and-one-half times their regular rates for those hours worked in excess of forty (40) hours in a workweek.

21. Select Energy's other safety coordinators should be notified of this action and given the chance to join pursuant to 29 U.S.C. § 216(b). Therefore, the class is properly defined as:

All safety coordinators employed by Select Energy within the 3 years preceding the filing date of this complaint through the time of trial

CAUSE OF ACTION

22. Plaintiffs re-allege paragraphs 1-21 as if set out here in their entirety.

23. The FLSA requires employers to pay their employees one-and-one-half times their regular rates for hours those employees work in excess of forty (40) in a workweek. 29 U.S.C. § 207(a)(1).

24. Select Energy employed Plaintiffs and their other safety coordinators within the meaning of the FLSA.

25. Select Energy is an employer within the meaning of the FLSA.

26. Plaintiffs and Select Energy's other safety coordinators are or were employees engaged in commerce and/or in the production of goods for commerce and/or handled goods or materials that have been moved in or produced for commerce within the meaning of the FLSA.

27. Select Energy is an enterprise engaged in commerce within the meaning of the FLSA.

28. By failing to by Plaintiffs and their other safety coordinators overtime compensation at one-and-one-half times their regular rates, Select Energy violated the FLSA's overtime provisions. 29 U.S.C. § 207(a)(1).

29. Select Energy owes Plaintiffs and their other safety coordinators the difference between the rates actually paid and the proper overtime rates.

30. Because Select Energy knew its pay practices violated the FLSA, or showed reckless for whether its pay practices violated the FLSA, Select Energy owe these wages for at least the past three (3) years.

31. Select Energy is liable to Plaintiffs and their other safety coordinators for an amount equal to all unpaid and/or underpaid overtime wages.

32. Select Energy is, further, liable to Plaintiffs and their other safety coordinators for liquidated damages in an additional amount equal to all unpaid and/or underpaid overtime wages.

33. Plaintiffs and Select Energy's other safety coordinators are entitled to recover all reasonable attorneys' fees and costs incurred in this action.

JURY DEMAND

34. Plaintiffs demand a trial by jury.

PRAYER

Plaintiffs ask that Select Energy be cited to appear and answer, and that the Court:

1. Enter an order allowing this action to proceed as a collective action under the FLSA;

2. Upon final hearing, award Plaintiffs and Select Energy's other safety coordinators judgment against Select Energy for all unpaid and/or underpaid overtime compensation, liquidated damages, attorneys' fees and costs under the FLSA;

3. Upon final hearing, award Plaintiffs and Select Energy's other safety coordinators judgment against Select Energy for post-judgment interest on all amounts awarded at the highest rate allowable by law; and

4. Award Plaintiffs and Select Energy's other safety coordinators all such other and further relief to which they may show themselves to be justly entitled.

Respectfully submitted,

/S/ **Michael K. Burke**

By: _____

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